

2659

TOWNSHIP OF CARNEYS POINT

POLICE CONTRACT

**FOR THE YEAR OF
1996**

AN AFFILIATE OF OLD OAK LODGE # 6 F. O. P.

CARNEYS POINT POLICE OFFICERS ASSOCIATION

CONTRACT
1996



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AGREEMENT

This agreement, made this day of , 1996 between the TOWNSHIP OF CARNEYS POINT , hereinafter referred to as the "EMPLOYER", and the CARNEYS POINT TOWNSHIP POLICE OFFICERS ASSOCIATION AN AFFILIATE OF OLD OAK LODGE #6, F.O. P., hereinafter called "EMPLOYEE" .

WITNESSETH: Whereas, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours and other conditions of employment and have reached an agreement to cover the calendar year of 1996, the provisions for which agreement shall be retroactive to January 1, 1996, except for such terms in this contract as are specifically applicable to some other time.

Now, therefore, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the employer as being represented by the CARNEYS POINT POLICE OFFICERS ASSOCIATION AS FOLLOWS;

ARTICLE I SALARIES

1996

The salary schedules shall reflect a three (3%) percent increase over 1995 salary, effective January 1, 1996.

SCHEDULE 1996

SERGEANT	\$ 47,370.22
REGULAR POLICE OFFICER	\$ 45,114.94
REGULAR POLICE WITH TWO YEARS OF SERVICE	\$ 40,511.97
REGULAR POLICE WITH ONE YEAR OF SERVICE	\$ 37,978.28
REGULAR POLICE OFF PROBATION	\$ 35,868.06
PROBATIONARY POLICE WITH 6 MONTHS SERVICE	\$ 27,291.45

ARTICLE II LONGEVITY BONUS

The foregoing Employee Salary Schedule shall be increased by Longevity Bonus to encourage and reward continuous service and shall be in an amount equal to TWO PERCENT (2%) of the employee's base salary for every (5) years of service with a maximum longevity bonus not to exceed TEN PERCENT (10%) of such base salary regardless of years of service.

(2)



ARTICLE III
OVERTIME

Any employee required to work in excess of eight (8) hours in any tour of duty or in excess of a forty (40) hour work week shall be entitled to overtime pay at the rate of one and one-half (1 ½) times the particular employee's regular pay.

The opportunity to work overtime shall be equally available to all employee's (excluding the investigation section) and in furtherance thereof there shall be at all times an "overtime sheet" posted and reasonably adhered to.

ARTICLE IV
RIOT PAY

During the period of any civil disturbance or riot, all employees called in on an emergency basis will receive compensation at the rate of one and one half (1 ½) times their regular rate for any hours actually worked during said civil disturbance or riot, excluding normal tour of duty hours.

ARTICLE V
SHIFT DIFFERENTIAL

During the year 1996, all employees will receive sixty cents (\$.60) per hour as shift differential pay when working the 2:00 p.m To 10:00 p.m. shift, and sixty five cents (\$.65) pay per hour when working the 10:00 p.m. to 6:00 a.m. shift.

ARTICLE VI
CALL IN

When an employee is called into work without first receiving at least TWENTY FOUR HOURS NOTICE, the employee shall be paid for at least four (4) hours at his regular hourly rate, an in addition thereto, he will receive time and one-half for the actual hours worked.

ARTICLE VI. a
ON CALL -- INVESTIGATORS COMPENSATION

The township will pay the sum of Three Hundred Dollars (\$300.00) annually as a bonus to each officer who performs the position of Duty Investigator.

ARTICLE VII
REQUIRED COURT TIME

In the course of Police investigations, the time during which an employee is required to appear before any Grand Jury, Court, ABC, Motor Vehicle, or other Administrative hearing, as a result of his duties as a Police Officer, shall be considered a time of assignment to, and performance of his regular duties. When such appearance occurs during the employee's assigned duty hours, he shall suffer no loss of compensation. When such appearance occurs beyond the employee's assigned duty hours, he shall receive either compensation time off from his regular duty hours, or be compensated at the rate of time and One-half his regular salary, whichever he shall choose.

ARTICLE VIII
UNIFORM ALLOWANCES

Uniform and Non-uniform members shall be entitled to receive the sum of Nine Hundred Dollars (\$900.00) for the purpose of cleaning and maintenance of work clothing for the year of 1996.

Each Non-Uniform Officer permanently assigned to the Investigation Section of this department shall receive a clothing allowance of Six Hundred and Fifty Dollars (\$650.00) per year for the purchase of clothing.

Each employee will receive up to Ninety Five Dollars (\$95.00) for the purchase of shoes and/or rain footwear. No employee shall be limited to the number of pairs of shoes and/or rain footwear that he may purchase. The money so allotted for same will be in addition to the clothing allowance herein before stated.

Each employee entitled to receive an allowance under this article shall receive said allowance based upon the months or part of a month they served in the capacity entitling them to said allowance.

ARTICLE IX
BREATHALYZER OPERATIONS

Whenever an employee is called in to perform a Breathalyzer test, other than during his normal shift of duty, he shall be paid a fee of FORTY FIVE DOLLARS (\$45.00). No extra compensation shall be paid for any Breathalyzer test performed by an employee during his regular duty shift.

ARTICLE X
TRAVELING EXPENSES

Whenever an employee is required by his supervisor to travel outside the township on official business, such employee shall be reimbursed for all reasonable travel expenses incurred by him in such travel. In order for any traveling expenses to be reimbursed to the employee, the employee shall be required to furnish receipts for such expenses.

Whenever possible, the employer will try to provide an automobile for such employee's travel. Whenever such automobile is not so provided by the employer, the employer shall pay the employee the FEDERAL NATIONAL STANDARD PER MILE for such travel.

ARTICLE XI
MEAL ALLOWANCE

In the event an employee is required to work in excess of eight (8) hours in any one day during an officially declared emergency the employer shall provide one hot meal per employee. Each hot meal shall have a minimum value of \$4.00 per employee. In the alternative, the employer may pay each affected employee \$4.00.

ARTICLE XII
BUSINESS DAYS

Each employee shall, regardless of shift, be entitled to four (4) business days per year at no extra cost to the Employer. Business days may only be utilized at such times as are approved by the Chief of Police.

ARTICLE XIII
VACATIONS

All employee's shall be entitled to the following vacation periods as measured by total times in service:

- (A) After the completion of 1 year to the completion of 4 years of service **TWO WEEKS**
- (B) Starting with the 5th year to the completion of 8 years of service **THREE WEEKS**
- (C) Starting with the 9th year to the completion of the 12 Th year of service **FOUR WEEKS**
- (D) Starting with the 13th year to the completion of the 20th year of SERVICE **FIVE WEEKS**
- (E) Starting with the 21st year **SIX WEEKS**

All vacation schedules shall be arranged between the shifts. Vacation dates shall be selected and posted no later that March 31st. Any conflict in the vacation scheduling shall be resolved by employee seniority and rank within each shift. Any changes in the vacation schedule shall be subject to the approval of the Chief of Police or his designee.

In the event an employee schedules his vacation for a period of seven (7) consecutive days coinciding with his regularly scheduled shift, said employee will be charged one (1) weeks vacation.

A vacation week is defined as seven (7) working days. Single or One-half day vacations requested by an employee will be granted on the approval of the Chief of Police or his Designee.

During such time as any Sergeant shall take vacation, the Senior Patrolman on said Sergeants shift shall act as Sergeant. While so acting, said Senior Patrolman shall receive Acting Sergeants pay.

Each employee shall be permitted to Bank One Week vacation per calendar year, to be used within the next calendar year, and may buy back one week, with the approval of the Police Committee.

ARTICLE XIV
MEDICAL INSURANCE

All Blue Cross, Blue Shield and Major Medical Insurance Coverage will be provided by the Employer, and all premiums for full-time officers shall be paid by the Employer without deduction from any officers salary. The Blue Cross coverage provided shall include Rider J-850 series and Major Medical 365 day extended coverage. The Blue Shield coverage shall include benefits under the Usual Customary and Reasonable Fee Plan.

A substituted Insurance Program may be provided as long as it is equal to or superior to present insurance benefits.

Group insurance premiums for hospitalization and surgical benefits paid for employees shall be continued as an obligation of the employer notwithstanding retirement of any Employee and barring any period of disability thereof preceding retirement.

ARTICLE XV
PRESCRIPTION PLAN

Employer shall provide family coverage for Employees medical prescription expenses. The minimum coverage shall be as provided in the Two Dollar (\$2.00) co-pay plan.

ARTICLE XVI
LIFE INSURANCE

The employer shall provide and pay the premiums for life insurance for each Employee. Minimum coverage shall be Thirty Thousand Dollars (\$30,000.00) per-employee, and there shall be an option available to each employee for double indemnity coverage. Any additional premium charges for the double indemnity coverage are to be paid by the employee electing such coverage. Any Employee may authorize a direct payroll deduction for double indemnity premium charges.

ARTICLE XVII
DENTAL PLAN

The Employer shall provide and pay the premiums for dental insurance for each employee and his eligible dependents. The coverage shall be based on the Usual, Customary and Reasonable Fee Concept; however, in no event shall the insurer be required to pay more then One Thousand Five Hundred Dollars (\$1,500.00) per eligible patient in any one calendar year. Basic benefits shall include One Hundred Percent (100%) of the cost for covered preventative and diagnostic services; Eighty Percent (80%) of the cost of covered remaining basic services, and Fifty Percent (50%) of the cost of covered prosthodontic benefits; Fifty Percent (50%) for covered Orthodontic services, with a separate case maximum of One Thousand Dollars (\$1000.00). The remaining Twenty Percent (20%) of the cost for basic services and Fifty Percent (50%) of the cost of Prosthodontic benefits shall be assumed by the employee.

ARTICLE XVIII
EYE, EAR, EXAMINATION

Every Employee shall be entitled to an eye and ear examination every other year by a licensed physician of the employees' choosing. The cost of such examination and any prescribed' eye glasses or ear (hearing) devices, shall be paid by the employer, up to the maximum of THREE HUNDRED AND FIFTY DOLLARS (\$350.00). Effective January 1, 1996

ARTICLE XIX
DISABILITY WAGES

In the event an employee becomes ill, injured, or disabled while in good standing, and said illness, injury, or disability is not caused by other employment or business ventures, he shall be granted a leave of absence with full pay for a period not to exceed one (1) year during the term of said illness, injury, or disability. The employer may require a physician of its choice to provide a medical statement certifying such illness, injury or disability.

ARTICLE XX
UNION DUES

The Employer hereby agrees to deduct union dues from the wages of each Employee who is a member of the Carneys Point Township Police Officers Association upon being presented with a certified list of the Employees from whom such dues should be deducted. Said deductions shall be in accordance with N. J. S. A. 34: 13A-5.5.

The Employer further agrees to deduct an amount equal to 50% of a member's union dues from the wages of each officer who is not a member of the Carneys Point Township Police Officers Association upon being presented with a certified list of such non-members. Said deduction shall be in accordance with N. J. S.A. 34: 13A -5.5.

ARTICLE XXI
HIGHER RANKING CAPACITY

No Employee shall be required to act in a higher ranking capacity without additional compensation. The additional compensation required shall be commensurate with the pay for such position and shall be payable for each day an Employee acts in such Higher Ranking Capacity.

ARTICLE XXII
EDUCATIONAL BENEFITS

Employee attendance at law enforcement related schools and classes will be encouraged by the Employer, however, manpower requirements shall determine attendance and scheduling. Upon the successful completion of any law related course of study, the Employer shall reimburse the Employee for the cost of such course upon satisfactory proof of successful completion. In the event the Employee is able to obtain such reimbursement from a source other than the Employer, there shall be no reimbursement obligation by the Employer.

An Employee reimbursed for tuition expenses by any source other than the Employer shall be entitled to receive a one time bonus for each earned credit at the rate of \$10.00 for each credit. This bonus is expressly conditioned upon the Employee's furnishing proof of successful completion to the Employer.

In no event shall the Employer be required to pay or reimburse any Employee for expenses of any class, course, or school unrelated to police activities.

Officers who have obtained college degrees shall be annually paid a bonus based on the below listed schedule.

Associate of Arts/Science (A .A/S.) Degree	\$150.00
Bachelor of Arts/Science (B. A/S.) Degree	\$300.00
Masters of Arts/Science (M. A/S.) Degree	\$450.00

ARTICLE XXIII
HOLIDAYS

All Full-Time Employees shall be entitled to TWELVE (12) paid Holidays. All Full-Time Employees' shall receive ONE (1) extra days pay for each said holiday, compensation for which has been added to their base pay as of 1984. All Employees' shall receive the same holiday compensation, regardless of whether they were scheduled to work on said holiday or not.

One additional personal holiday shall be taken at no extra cost to the Employer, and may be granted only at the discretion of the Chief of Police. Personal Holidays must be requested in writing at least seven (7) days prior to the date of the personal holiday.

The following schedule of holidays is agreed upon for all Full-Time Employees:

- | | |
|---------------------|--------------------------|
| 1) NEW YEARS DAY | 2) WASHINGTON'S BIRTHDAY |
| 3) GOOD FRIDAY | 4) MEMORIAL DAY |
| 5) INDEPENDENCE DAY | 6) LABOR DAY |
| 7) COLUMBUS DAY | 8) VETERANS DAY |
| 9) THANKSGIVING DAY | 10) CHRISTMAS EVE |
| 11) CHRISTMAS DAY | 12) ONE PERSONAL HOLIDAY |

ARTICLE XXIV
PHYSICAL EXAMINATION

Each year four officers, beginning with the oldest in service, will be required to have a complete physical examination by a doctor chosen by the Township Committee, with said physical examination to be paid for by the Employer. The findings of such examination are to be released to the Police Committee, and action taken by the Officer to correct any problems.

ARTICLE XXV
FUNERAL LEAVE

Employees shall be granted special leave without loss of pay for any death in the Employees household, or for the death of a Parent, Grandparent, Sister, Brother, Parent-in-law, Daughter or Son-in-law, regardless of said relatives residence.

Such special leave shall be granted from the date of death until the first tour of duty following interment.

Employees shall be granted special leave without loss of pay for a period of one (1) day due to the death of any relative not specified in this Article.

Notwithstanding any other provision of this Article, special funeral leave without loss of pay shall be granted for a period of fourteen (14) days due to the death of a spouse, provided that such spouse shall leave surviving a minor child or children; otherwise such leave shall be for a period of seven (7) days.

Notwithstanding any provision of this Article, special funeral leave without loss of pay shall be granted for a period of seven (7) days due to the death of any employee's son or daughter.

ARTICLE XXVI
POLICE LODGE ACTIVITIES

Any Police Officer who holds an office in an active Police Lodge (e.g., F. O. P., P. B.A.), shall be given time off from regular duty to attend monthly meetings.

ARTICLE XXVII
SUSPENSION

No Employee shall be suspended without pay when charged with any departmental or disorderly persons offense without a hearing through the Chief of Police and Employee Grievance Committee.

ARTICLE XXVIII
GRIEVANCE PROCEDURES

It being the wish and desire of all parties to settle disputes arising from any matters of mutual concern to the parties as quickly as possible, a Grievance Mechanism is hereby established.

There shall be an Employee Grievance Committee consisting of at least three (3) Employees. Said Grievance Committee shall pursue Employee Grievances in the following manner and in accordance with the following procedures:

STEP ONE

Within Ten (10) working days after the aggrieved Employee knew of the event or events upon which the grievance is based, said Employee shall initiate the grievance by bringing the matter to the attention of the Grievance Committee. In the event a Grievance is not so presented within the indicated Ten (10) day period, it shall be deemed waived.

STEP TWO

The Grievance Committee shall receive the Employee grievance and present same to the Deputy Chief in writing. The Deputy Chief shall act within five (5) working days of receiving said grievance. If said Grievance is not settled within the five (5) day period, same shall be presented to the Chief of Police by the Grievance Committee.

STEP THREE

The Chief of Police shall act within five (5) working days of receiving said Grievance. If said Grievance is not settled within the five (5) day period, same shall be presented to the Township Committee by the Grievance Committee.

GRIEVANCE PROCEDURES CONTINUED

STEP FOUR

The Township Committee shall act within twenty (20) working days of receiving said Grievance. If said Grievance is not settled within the twenty (20) day period, the Grievance Committee may elect to bring the matter to binding arbitration. Such arbitration shall be in accordance with the rules and regulations of the Public Employees Relations Commission (PERC), and each party shall be responsible for one-half (½) of the cost of such binding arbitration. Each party shall be solely responsible for the payment of their respective attorney's fee's.

ARTICLE XXIX **TERMS AND CONDITIONS**

The terms and conditions shall continue in full force and effect from year to year, thereafter, until such time as a new contract is signed.

ARTICLE XXX **ALCOHOL AND CONTROLLED SUBSTANCE TESTING**

Any employee covered under the terms of this contract shall be required to submit to random alcohol and controlled substance testing during the employee's regular tour of duty. The names of employees subject to random testing shall be selected by the Chief of Police in the presence of the Association President and / or the Association Vice-President. It shall not be necessary for the Chief to exhibit reasonable individualized suspicion before requiring an employee to submit to such testing. In no event shall the provisions of this article prevent the testing of an employee at any time upon the finding of reasonable individualized suspicion.

ARTICLE XXX I **DURATION AND NEGOTIATION**

This contract shall be effective from January 1, 1996, through December 31, 1996. Negotiations for the calendar year beginning January 1, 1997, shall begin no sooner than November 15, 1996, and shall include actual meetings of the negotiators for each party.

In Witness whereof, the parties have hereunto affixed their signatures:

CARNEYS POINT TOWNSHIP
POLICE OFFICERS ASSOCIATION

ATTEST: M. J. Kulpa BY: C.R. Wergle
ATTEST: M. J. Kulpa BY: Gary D. Petros
ATTEST: M. J. Kulpa BY: John W. [unclear]

CARNEYS POINT TOWNSHIP
COMMITTEEMEN

ATTEST: Judy M. [unclear] BY: [unclear]
ATTEST: Judy M. [unclear] BY: [unclear]
ATTEST: Judy M. [unclear] BY: Paula [unclear]
ATTEST: Judy M. [unclear] BY: Arthur P. [unclear]
ATTEST: Judy M. [unclear] BY: [unclear]